

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Courts
Southern District of Texas
ENTERED

AUG 25 2003

Michael N. Milby, Clerk of Court

EQUAL EMPLOYMENT OPPORTUNITY	§	
COMMISSION	§	
Plaintiff,	§	CIVIL ACTION NO. H-02-2109
	§	
V.	§	
CARLSON RESTAURANTS	§	JURY TRIAL DEMANDED
WORLDWIDE D/B/A T.G.I. FRIDAY'S &	§	
T.G.I. FRIDAY'S, INC.	§	
Defendant.	§	

CONSENT DECREE

Plaintiff, the United States Equal Employment Opportunity Commission ("Commission") and Defendants, Carlson Restaurants Worldwide d/b/a T.G.I. Friday's and T.G.I. Friday's, Inc. (collectively "T.G.I. Friday's" or "Defendants") agree to entry of this Consent Decree.

I. Background and History of Proceedings

A. Charging Party Kelly Riner ("Charging Party" or "Riner") filed a Charge of Discrimination with the Commission, Charge No. 330-A1-0018, alleging T.G.I. Friday's violated Title I of the Americans with Disabilities Act of 1990, 42 U.S.C. §12101, *et seq.* ("ADA").

B. On June 5, 2002, after investigating the Charge and finding discrimination, the Commission commenced this action alleging that T.G.I. Friday's conduct toward Kelly Riner constituted unlawful discrimination on the basis of disability in violation of Section 102 of the ADA.

C. Defendants denied the allegations of disability discrimination.

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D. The parties wish to avoid the risks, uncertainties and expenses of continued litigation. Accordingly, the parties have agreed to settle this lawsuit. Neither Defendants' consent to the entry of this Decree nor any of the terms set forth in it shall constitute or be construed as an admission of any ADA violation. Both parties agree that this Consent Decree is being entered into for the purpose of compromising disputed claims without the necessity for protracted litigation.

E. The Commission and Defendants stipulate to the jurisdiction of the Court and the satisfaction of all administrative prerequisites. The parties further waive hearing and entry of findings of fact and conclusions of law on all issues.

IT IS ORDERED that:

1. This Consent Decree is entered in full and complete compromise of any and all claims arising out of or asserted in Civil Action No. H-02-2109 and the above-referenced Charge on behalf of Riner.

2. Defendants and all of their employees and/or agents associated with them agree they will not engage in any employment practices which discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's disability and will not retaliate against any individual who has opposed any practice made an unlawful employment practice under the ADA or who has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under the ADA. Any future allegations of non-compliance with the ADA is not a breach of this Consent Decree.

3. T.G.I. Friday's will provide, using either an attorney or competent internal employee of at least five years experience in employment discrimination law or an independent experienced training person or group, a program on the illegality of employment discrimination regarding recruitment, hiring, wage decisions and promotion, and such training shall include a discussion of the law relating to the ADA and the illegality of disability based discrimination to management level employees at Store No. 276, at 7728 West F.M. 1960, Houston, Texas, 77070. The first training shall be completed not later than January 31, 2004, or within six (6) months from the date the Consent Decree is entered, whichever date is later. The second training session shall be completed within twelve months of the first training session. Defendants shall submit to the Commission two weeks before the program, the name of the program provider and a curriculum outline indicating the information to be addressed during the program and copies of all agendas and materials to be distributed at the training seminar. Written acknowledgment of receipt of the training shall be obtained by Defendants from all individuals attending the training and retained among the employment records of T.G.I. Friday's and copies shall also be forwarded to the Commission within thirty days after the completion of the training.

4. Defendants agree that within ten days after entry of this Decree it will conspicuously post the attached notice (Exhibit "A") in an area accessible to all employees at T.G.I. Friday's Store No. 276, at 7728 West F.M. 1960, Houston, Texas, 77070 for a period of six months from the date the Decree is signed.

5. Defendants agree to pay the total sum of SIX THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$6,300.00) to Kelly Riner in full and final compromise of the Commission's lawsuit to provide monetary relief to her. Said sum shall be paid within twenty-one (21) days after the Decree is signed by the Court but not until after receiving from Kelly Riner the Settlement Agreement with her original notarized signature. The Commission shall notify T.G.I. Friday's of the address to which the check to Kelly Riner will be mailed. A copy of the check disbursed to Kelly Riner shall be mailed to the Commission's undersigned counsel of record.

6. Each party to this action shall bear their own costs and attorney's fees.

7. This Consent Decree shall be binding on Defendants and all of Defendants' successors-in-interest, and Defendants will notify all such successors-in-interest of the existence and terms of this Consent Decree.

8. This Decree shall remain in effect for one year from the date of signing. During the period that this Decree shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be appropriate. The Commission is specifically authorized to seek Court-ordered enforcement of this Decree in the event of a breach of any of the provisions herein.

9. Nothing in this Consent Decree shall be construed to preclude the Commission from filing a separate action under Title VII or any other statute which the

Commission enforces in the future for any alleged violations by Defendants not resolved by this Decree.

Signed this 22^d day of August, 2003 at Houston, Texas.

A handwritten signature in black ink, appearing to read "Lee H. Rosenthal", written over a horizontal line.

Lee H. Rosenthal
United State District Judge



Houston District Office

1919 Smith St, 7th Floor
Houston, TX 77002-8049
PH: (713) 209-3320
TTY: (713) 209-3439
FAX: (713) 209-3381
LEGAL: (713) 209-3401
LEGAL FAX: (713) 209-3402

NOTICE

THIS NOTICE TO ALL EMPLOYEES OF STORE NUMBER 276, AT 7728 WEST F.M. 1960, HOUSTON, TEXAS, 77070, OF T.G.I. FRIDAY'S, INC. IS BEING POSTED REGARDING DISABILITY DISCRIMINATION IN THE WORK PLACE.

1. Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's sex, race, color, religion, national origin, age or disability with respect to compensation, hiring or other terms, conditions or privileges of employment.
2. T.G.I. FRIDAY'S, INC. supports and complies with such Federal law in all respects and does not take any action against employees because they have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission (EEOC) or providing information to the EEOC.
3. T.G.I. FRIDAY'S, INC. prohibits disability discrimination and does not engage in the practice of altering the terms and conditions of employment on the basis of disability.
4. Disability discrimination is expressly prohibited and will not be tolerated at T.G.I. FRIDAY'S, INC..
5. Any employee who feels he/she is the target of such discrimination is advised to report this action promptly to Juanita Nanez, Vice President of Diversity, 7540 LBJ Freeway, Dallas, Texas, 75251, (972) 450-5408.

SIGNED this _____ day of _____, 2003.

Juanita Nanez
Vice-President of Diversity
T.G.I. FRIDAY'S, INC.

This NOTICE shall be posted for six months from date of signing.

Exhibit "A"